

SEWER EASEMENT

FOR AND IN CONSIDERATION of the sum of One Dollar (\$1.00), in hand paid and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, we, Odie B. Turner and Peggy L. Turner, hereinafter referred to as "Grantor", do hereby grant, bargain, sell and convey unto the City of Olive Branch, its successors and assigns, hereinafter referred to as "Grantee", the right, privilege and easement at any time and from time to time to construct, maintain, inspect, operate, protect, repair, replace, change the size of, or remove a pipeline, pipelines and other appurtenances for operation of the City Sewage System, within the confines of an area described in Exhibit 1, which is attached hereto and made a part hereof as if fully copied herein, together with reasonable access thereto.

TO HAVE AND TO HOLD said easement and reasonable access thereto unto said Grantee, its successors and assigns temporarily, where noted, and permanently, where noted in Exhibit 1.

It is agreed that the pipeline or pipelines to be laid under this grant shall be constructed at sufficient depth below the surface of the ground to permit normal cultivation, and Grantor shall have the right to fully use and enjoy the above described premises, subject to the rights herein granted.

As additional consideration it is agreed that Grantor shall be entitled to receive a waiver of one sewer tap on the property over which this Easement is granted.

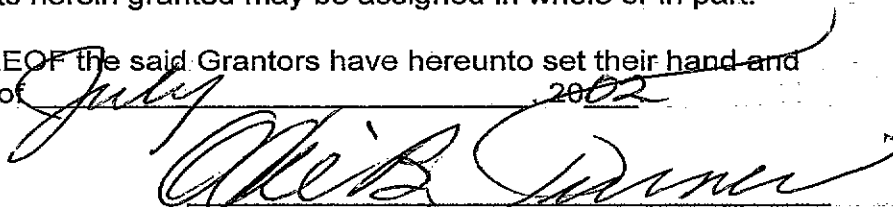
Grantee shall have the right to clear and keep clear all trees, undergrowth and other obstructions from the herein granted easement, and Grantor agrees not to build, construct or create, nor permit others to build, construct or create any buildings or other structures on the herein granted easement that will interfere with the normal operation and maintenance of the said line or lines.

Grantor hereby expressly agrees that in the event the route of the pipeline to be constructed hereunder should cross any roads, railroads, creeks, rivers or other waterways located on the above described land or other places requiring extra working space, Grantee shall have the right and temporary access to additional working space which may be necessary for construction.

Grantor represents that the above described land is not rented at the present time.

The terms and conditions hereof shall be binding upon and inure to the benefit of the heirs, executors, administrators, devisees, successors, trustees or assigns of the parties hereto, and the rights herein granted may be assigned in whole or in part.

IN WITNESS WHEREOF the said Grantors have hereunto set their hand and seal, this 13 day of July, 2002


ODIE B. TURNER


PEGGY L. TURNER

Witnessed By:

A. H. Davis

STATE MS. - DESOTO CO.
FILED

OCT 2 2 35 PM '02

APPROVED AND ACCEPTED by the
City of Olive Branch

By: Samuel P. Rikard
SAMUEL P. RIKARD, MAYOR



STATE OF MISSISSIPPI

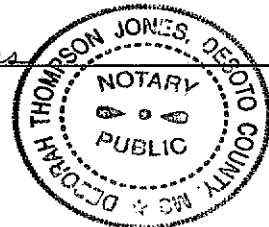
COUNTY OF DESOTO

Personally appeared before me, the undersigned authority in and for the said county and state, on this 15th day of July, 2002, within my jurisdiction, A. G. Davis, one of the subscribing witnesses to the above and foregoing instrument, who, being first duly sworn, states that he saw the within named Odie B. Turner and Peggy L. Turner, whose names are subscribed thereto, sign and deliver the same to the City of Olive Branch; and that the affiant subscribed his name as witness thereto in the presence of same.

A. G. Davis

Witness

Deborah Thompson Jones
NOTARY PUBLIC



My Commission Expires:

MISSISSIPPI STATEWIDE NOTARY PUBLIC
MY COMMISSION EXPIRES MARCH 21, 2003
BONDED THRU STEGALL NOTARY SERVICE

STATE OF MISSISSIPPI

COUNTY OF DESOTO

Personally appeared before me, the undersigned authority in and for the said county and state on this 26th day of September, 2002, within my jurisdiction, the within named Samuel P. Rikard and Judy C. Herrington, who acknowledged that they are the Mayor and City Clerk, respectively, of the City of Olive Branch, and that in said representative capacity they executed the above and foregoing instrument, after first having been duly authorized so to do.

Sina Rana Williams
NOTARY PUBLIC



My Commission Expires:

MISSISSIPPI STATEWIDE NOTARY PUBLIC
MY COMMISSION EXPIRES AUG 13, 2006
BONDED THRU STEGALL NOTARY SERVICE

PREPARED BY AND RETURN TO: Gary P. Snyder, Watkins Ludlam Winter & Stennis, P.A.,
P.O. Box 1456, Olive Branch, MS 38654, 662-895-2996.

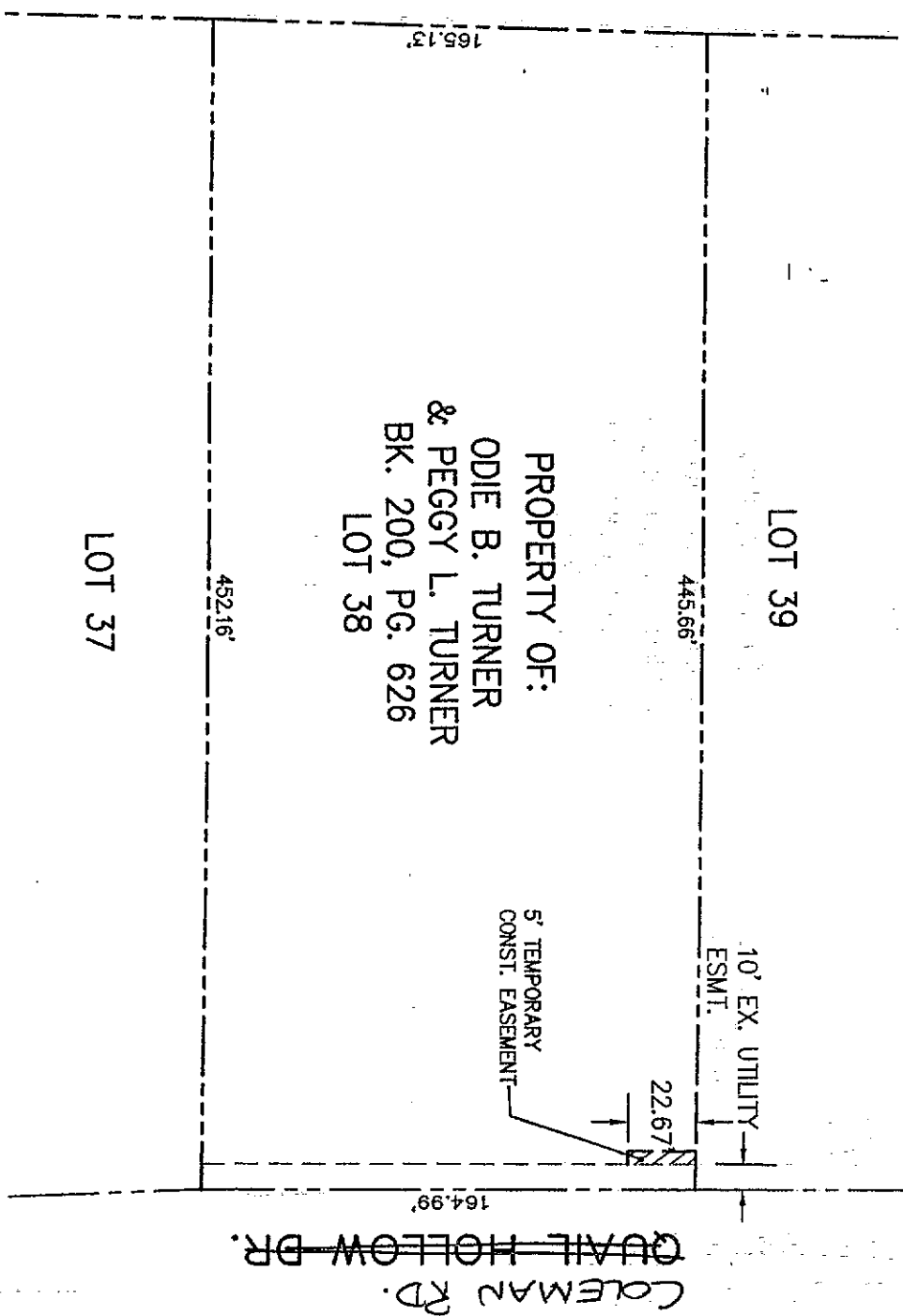
**ODIE B. TURNER &
wife, PEGGY L. TURNER
DEED BOOK 200, PAGE 626**

EXHIBIT 1

Being a portion of Lot 38, Section "C", Quail Hollow Subdivision, lying in Section 24, Township 1 South, Range 7 West, City of Olive Branch, Desoto County, Mississippi, as recorded in Plat Book 29, Pages 14-15 in the Desoto County Chancery Clerk's, Desoto County, Mississippi, and being more particularly described as follows:

TEMPORARY CONSTRUCTION EASEMENTS

Being a 5 foot wide strip of land parallel and adjacent to the south side of an existing 10 foot wide utility easement, which is adjacent to the north line of subject property, and extending approximately 22.67 feet easterly from the west property line of subject property and containing 113 square feet more or less.



SCALE: 1" = 60'

EASEMENT REQUIRED:

UNENCUMBERED: ENCUMBERED:
PERM: 0.0 S.F. PERM: 0.0 S.F.
TEMP: 113 S.F. TEMP: 0.0 S.F.

EXHIBIT NO. 1

SHEET 1 OF 1

THE CITY OF OLIVE BRANCH, MISSISSIPPI
DESOTO COUNTY

QUAIL HOLLOW SEWER IMPROVEMENT

PERMANENT UTILITY EASEMENT

PREPARED BY: F&A BK. 200, PG. 626 TRACT: TURNER
DRAFTSMAN: B.S. DATE: NOV., 2000

THIS PROPERTY IS LOCATED IN SECTION 24
TOWNSHIP 1 SOUTH, RANGE 7 WEST
DESOTO COUNTY, MISSISSIPPI

NO.	DESCRIPTION	DATE	BY

HUMPHREYS REALTY, INC.
8780 Pleasant Hill Road
Olive Branch, Ms 38654
601/895-7681

Grantor

To

ODIE B. TURNER, ET UX
8339 Concord Cove
Southaven, Ms 38671
601/393-2522

Grantees

WARRANTY DEED

For and in consideration of the sum of Ten Dollars (\$10.00) cash in hand paid and other good and valuable considerations, the receipt of which is hereby acknowledged, HUMPHREYS REALTY, INC. does hereby grant, bargain, sell, convey and warrant unto ODIE B. TURNER and wife, PEGGY L. TURNER, as tenants by the entirety with full right of survivorship and not as tenants in common, the land lying and being situated in DeSoto County, Mississippi, described as follows, to-wit:

Lot 38, Section C, Quail Hollow Subdivision, as shown on plat of record in Plat Book 29, Page 14 and 15, in the Chancery Court Clerk's office of DeSoto County, Mississippi, to which recorded plat reference is made for a more particular description. Said lot being situated in Section 24, Township 1 South, Range 7 West.

The hereinabove described land is conveyed subject to road rights of way, public utility easements, zoning and subdivision regulations and health department regulations in effect in DeSoto County, Mississippi; restrictive covenants on Section C, Quail Hollow Subdivision as set out on plat of said subdivision recorded in Plat Book 29, pages 14 and 15; covenants, limitations and restrictions which are to run with the land in the same manner and for the same time as restrictions on said recorded plat of subdivision.

Taxes for the year 1987 will be paid pro-rata as of the date of this deed between the Grantor and the Grantees. Possession is given with the delivery of this deed.